No. S-242280

Vancouver Registry

In the Supreme Court of British Columbia

Between

BRADLEY TYLER SULATYCKY

Plaintiff

and

GRAHAM QUALLY

CARL WHITESIDE

BEYOND PERFORMANCE CAPTURE INCORPORATED

Defendants

RESPONSE TO DEMAND FOR PARTICULARS

1. The Plaintiff responds to Defendant's Demand for Particulars, dated October 10th, 2024 (the "demand"), as set out below. Plaintiff reserves the right to provide further particulars.

2. Paragraph 1 of the demand requests:

With reference to paragraphs 3, 57(b) and 58 of the Notice of Civil Claim:

a) ***The identity of the person(s) who made the alleged defamatory statement;***

b) ***The content of the alleged defamatory statements;***

c) ***The means by which the alleged defamatory statement(s) were published or communicated, including whether they were written, oral, or partly written and partly oral;***

d) ***The date(s) and place(s) the alleged defamatory statement(s) were published or communicated, including:***

i. ***To the extent the statements were written, the date and identity of the document(s) in which the statement(s) were made; and***

ii. ***To the extent the statement(s) were oral, when and where they were made;***

e) ***The identity of the person(s) to whom the alleged defamatory statement(s) were published or communicated;***

2. Plaintiff's response to paragraph 1**:**

a) Defendant Qually;

b) Defendant Qually's Defamation:

i. The Plaintiff was terminated from Defendant Beyond because he "*…disclosed information to clients without permission.*"

Defendant Qually's Defamatory Libel:

ii. **"*Beyond | Bradley Sandusky*"**

"*Bradley Tyler, our former employee decided to send me some unprompted and irrational messages over the break.*"

"*…they escalated as the days went on and reached a point harassment, intimidation, irrational comments, and finally, they worsened into what my lawyers called "credible threats*".**

"*At this point we had to contact the police.*"

"*Some of the threats are serious enough that my family has now taken extra precautions to ensure our safety.*"

c) Written and orally;

d) Defendant Qually's Defamatory Libel:

i. January 3rd, 2023 by "*Beyond | Bradley Sandusky*".

Defamation:

ii. September 23rd, 2022, at 88 East Pender Street, Vancouver, British Columbia, V6A 3X3.

e) All employees and fiduciaries of Defendant Beyond, and employees of Vancouver Film School ("VFS").

3. Paragraph 2 of the demand requests:

With reference to paragraphs 2, 51, 56, and 57 of the Notice of Civil Claim:

a) ***The trade secret(s) that was allegedly misappropriated;***

b) ***The date(s) on, and means by which, the trade secret(s) was allegedly misappropriated, and by whom;***

c) ***How the trade secret(s) was allegedly used once it was allegedly misappropriated, and by whom and when;***

d) ***Any detriment to the plaintiff as a result of the alleged misappropriation.***

e) ***What alleged fraudulent and/or deceitful and/or dishonest acts or representations concealed the defendants' alleged misappropriation of trade secrets, by whom, and when;***

f) ***What emails, work, contracts, or contractual offers the Plaintiff was allegedly "materially prevent[ed]" from discovering, by whom and when;***

4. Plaintiff's response to paragraph 2:

a) The exclusivity of *Sonic the Hedgehog*'s animated television rights (the "*Sonic* trade secret");

b) By unauthorized disclosure by Defendant Qually on or around September 22nd, 2022;

c) To negotiate with Plaintiff in bad faith by Defendants Qually and Whiteside on or around September 22nd, 2022;

d) A material breach Plaintiff's employment agreement to Defendant Beyond;

e) Termination of Plaintiff's employment, and above Paragraph 2b (i);

f) Defendants are within the knowledge of information withheld, and request evidence from Plaintiff before the end of the pleading period and Form 22, which is denied.

5. Paragraph 3 of the demand requests:

With reference to paragraphs 2, 3 and 52(b) of the Notice of Civil Claim:

a) ***What alleged fraudulent and/or deceitful and/or dishonest acts or representations by the Defendants allegedly interfered with the plaintiff's contractual relations and/or induced the plaintiff into breaching contractual duties owed to the Defendant Beyond;***

b) ***The identities of those who allegedly engaged in the the fraudulent and/or deceitful and/or dishonest acts or representations, and the dates on which those acts allegedly took place;***

c) ***Full particulars of the contractual duties owed to the Defendant Beyond that the Plaintiff breached, including the dates and manner in which the Plaintiff breached those contractual duties;***

6. Plaintiff's response to paragraph 3:

a) An attempted inducement into an initial offer of 10% passive equity in Waterproof Studios/Smiling Cowboy Productions ("Waterproof"), and a misrepresentation of Plaintiff's alleged nonperformance of Plaintiff's employment agreement;

b) Defendant Qually and Russell of Defendant Beyond on September 20th, 2022 and September 22nd, 2022;

c) Provisions 2, 4, and 8 of Schedule B of Plaintiff's employment agreement on September 22nd, 2022.

7. Paragraph 4 of the demand requests:

With reference to paragraph 52(a) of the Notice of Civil Claim:

a) ***What terms and conditions of the Plaintiff's employment agreement were allegedly "fixed", and in what manner, when and by whom;***

8. Plaintiff's response to paragraph 4:

a) Provisions 2A and 3 of Schedule A of Plaintiff's employment agreement with Defendant Beyond by misrepresentation by Defendant Qually and Russell of Defendant Beyond on September 20th, 2022.

9. Paragraph 5 of the demand requests:

With reference to paragraphs 52(c) of the Notice of Civil Claim:

a) ***What information was allegedly exchanged, and in what manner, when and by whom;***

b) ***The conduct of the Defendants that was allegedly undertaken in bad faith, when and by whom;***

10. Plaintiff's response to paragraph 5:

a) Plaintiff's legitimately acquired email address for Sega Corporation's Head of Film and TV (on or around September 2022), the *Sonic* trade secret (on or around September 22nd, 2022), and intellectual property information from Waterproof's dealings with Sony Group Corporation (on or around September 22nd, 2022) by Defendants Qually and Whiteside.

b) From between on or around September 20th, 2022 and September 23rd, 2022 (the "negotiating period") by Defendant Qually, who negotiated exclusively in the interests and competitive advantage of Waterproof, Defendant Whiteside, and a prospective corporate merger between Defendant Beyond and Waterproof ("Above") with no genuine intention to negotiate Plaintiff's employment agreement in good faith or adhere to Defendant Beyond's *Concurrent Obligations* to Plaintiff.

11. Paragraph 6 of the demand requests:

With reference to paragraphs 3 of the Notice of Civil Claim:

a) The acts of alleged intimidation toward the Plaintiff;

b) The perpetrators of the alleged acts of intimidation;

c) What was the Defendant Qually's involvement in the alleged intimidation, including:

i. The dates he was allegedly involved;

ii. The actions he allegedly undertook to intimidate the plaintiff;

d) What was Beyond Performance Capture Inc.'s alleged involvement in the intimidation, including:

i. The dates it was allegedly involved;

ii. The actions it allegedly undertook to intimidate the Plaintiff;

iii. ***The identity of the person(s) acting allegedly on its behalf.***

12. Plaintiff's response to paragraph 6:

a) Threats, with intent to injure and forgo, to physically harm Plaintiff, extort Plaintiff, and other acts Plaintiff is unable to provide until filing an amended pleading;

b) Defendants Qually, Thompson of Defendant Beyond, and an agent of Defendant Beyond unknown to Plaintiff at filing of the original pleading. Plaintiff is unable to provide particulars of the new agent until filing an amended pleading;

c) Defendant Qually's intimidation:

i. September 23rd, 2022, and other dates Plaintiff is unable to provide until filing an amended pleading.

ii. An assault on Plaintiff; and other acts Plaintiff is unable to provide until filing an amended pleading.

d) Defendant Beyond's intimidation:

i. January 13rd, 2023, and other dates Plaintiff is unable to provide until filing an amended pleading.

ii. Extorting Plaintiff, and other acts Plaintiff is unable to provide until filing an amended pleading.

iii. See paragraph 12b above.

13. Paragraph 7 of the demand requests:

With reference to paragraph 3, 57(c) and 58(c) of the Notice of Civil Claim:

a) ***The personal injuries allegedly suffered by the Plaintiff as a result of the conduct of the Defendants, including when, how and by whom;***

b) ***The psychological and emotional abuse allegedly suffered by the Plaintiff as a result of the conduct of the Defendants, including when, how and by whom;***

c) ***What alleged impairment to the Plaintiff's health and/or the new illnesses the Plaintiff developed as a result of the conduct of the Defendants, and when;***

14. Plaintiff's response to paragraph 7.

a) See paragraph 14c below;

b) Defendant Qually:

i. Public berating, yelling and humiliation on September 23rd, 2022;

ii. Threats of violence against Plaintiff on September 23rd, 2022;

iii. Harassing Plaintiff's mother on September 23rd, 2022;

iv. Willful dissemination of false information about Plaintiff beginning on or around September 23rd, 2022;

v. Controlling and manipulative behaviour directed to known friends of Plaintiff in Vancouver, British Columbia beginning on or around September 23rd, 2022;

vi. Inflammatory and ethnically motivated comparisons of Plaintiff and his Ukrainian surname, unknown to employees and fiduciaries of Defendant Beyond and VFS, to pedophilia on January 3rd, 2023;

vii. Other acts that Plaintiff is unable to provide until filing an amended pleading.

Sills of Defendant Beyond:

i. Willful ad-hominem personal attacks against Plaintiff to protect his standing at Defendant Beyond;

ii. Controlling and manipulative behaviour directed to known friends of Plaintiff in Calgary, Alberta beginning on or around September 23rd, 2022;

iii. Other acts that Plaintiff is unable to provide until filing an amended pleading.

Thompson of Defendant Beyond:

i. Threats, without legal basis, to report Plaintiff's alleged criminal conduct to law enforcement unless accepting demands.

Plaintiff is unable to provide particulars of the new agent until filing an amended pleading.

c) Post-traumatic stress disorder.

Dated: October 16th, 2024

BRADLEY SULATYCKY

Plaintiff